

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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SEP - 4 2007

Federal Communications Commission
Bureau / Office

In the Matter of)
)
CITY OF BOSTON)
)
and)
)
SPRINT NEXTEL CORPORATION)
)
Relating to Rebanding Issues in the 800 MHz Band)

PS Docket No. 07-69

Mediation No. TAM-11155

FILED/ACCEPTED

SEP 17 2007

Federal Communications Commission
Office of the Secretary

To: Chief Administrative Law Judge

**THE CITY OF BOSTON'S FIRST
DOCUMENT REQUEST TO
SPRINT NEXTEL CORPORATION**

The City of Boston, Massachusetts ("Boston"), by its attorneys and pursuant to Sections 1.311 and 1.325 of the Commission's rules hereby requests Sprint Nextel Corporation ("Nextel") to produce the following documents by electronic mail if possible or, if it is not possible to produce the documents by electronic mail, then to produce them at the office of Boston's counsel, *Schwaninger & Associates, P.C.*, 1331 H Street, N.W., Suite 500, Washington, D.C. 20005, for inspection and copying within ten (10) calendar days following the date of this request.

Definitions

The following words and term, as used in this document request, have the meanings set forth below:

1. The term "Boston" refers to the City of Boston, Massachusetts, and any divisions, departments or affiliated entities thereof, including its agents, employees, and representatives; and any other persons acting on its behalf.
2. The term "Nextel" refers to Nextel Communications, Inc., a wholly-owned

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subsidiary of Sprint Nextel Corporation and any divisions, parent companies, subsidiaries or affiliated entities thereof, as well as each and every other legal entity within its control or under common control; any predecessor or successor, as well as any assignors; its partners, officers, directors, agents, employees, and representatives; and any other persons acting on its behalf.

3. The term “MCM” refers to MCM Technology, and any divisions, parent companies, subsidiaries or affiliated entities thereof, as well as each and every other legal entity within its control or under common control; any predecessor or successor, as well as any assignors; its partners, officers, directors, agents, employees, and representatives; and any other persons acting on its behalf.

4. The term “document” means, without limitation all written or printed material of any kind, including the original and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise, including, by not limited to, correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, agendas, expense accounts, bill of lading, contracts, reports, studies, statements, receipts, returns, summaries, pamphlets, books, inter-office and intra-office communications, notations of any sort or of conversations (including telephone conversations or meetings), bulletins, invoices, work sheets, computer files, or any other documentary materials of any nature whatsoever, and all drafts, alternations, modifications, changes and amendments of any of the foregoing, in the possession, custody, or control of Nextel.

5. The term “identify,” when used in connection with a document, means that Nextel should provide the document’s title, its author(s), the date of the document, and any recipients or copies.

6. “Persons” includes natural persons, corporations, partnerships, associations, and other legal entities, and governments or governmental bodies, commissions, boards, agencies or entities.

7. Please deliver your responses to each data request set forth here in writing by electronic mail or paper delivery to:

Robert H. Schwaninger, Jr.
Schwaninger & Associates, P.C.
1331 H Street, N.W., Suite 500
Washington, DC 20005
rschwaninger@sa-lawyers.net

Instructions

The following instructions shall apply to this document request:

1. References to the singular also include the plural and vice versa.
2. If any documents exists or existed, but is currently unavailable, identify such documents and its contents as completely as possible, explain why it is unavailable, and provide the date the document was created, its author, and its recipient.
3. If an otherwise responsive document is withheld due to a claim of privilege, state fully the nature of the privilege and explain why the otherwise responsive document is encompassed by the privilege. Also, identify the document, provide a brief description of the contents of the document, as well as the date the document was created, its author and its recipient.
4. For each document produced, indicate the number, or numbers, of the document request of which it is responsive.

5. This request is continuing in character.
6. Unless otherwise stated, the time frame for all document requested is from July 8, 2004.

Documents

1. Provide copies of all documents, including notes or memoranda, that discuss each meeting held between MCM personnel and any other person or organization.
2. Provide copies of all documents, including drafts and correspondence, which discuss software and which were sent to or from the Transition Administrator or were published by the Transition Administrator, excepting those documents that refer exclusively to software to be installed in radio equipment, e.g. flash kits, code plugs, etc.
3. Provide copies of all Proposed Resolution Memoranda or responsive and/or supplemental documents produced by either Nextel or any incumbent licensee or other person which discuss MCM software, excepting those produced by the parties for submission within those combined matters referenced as TAM-11155.
 - A. Provide copies of any Planning Funding Agreement or Frequency Reconfiguration Agreement entered into between Nextel and each incumbent licensee that authored a Proposed Resolution Memorandum or responsive document which discusses MCM software.
 - B. Provide copies of any Recommended Resolution, including drafts, written by a Transition Administrator mediator that discusses MCM software.
4. Provide copies of all Statements of Position and supplemental documents produced by either Nextel or an incumbent licensee or other person which discuss MCM software, excepting

those produced by the parties for submission within those combined matters referenced as TAM-11155.

A. Provide copies of any Planning Funding Agreement or Frequency Reconfiguration Agreement entered into between Nextel and each incumbent licensee that authored a Statement of Position which discusses MCM software, excepting those contracts provided by Nextel pursuant to request number 3 above.

5. Provide copies of all documents, including drafts and correspondence, which discuss MCM software and which were sent to or from Motorola, Inc. and/or any other manufacturer of radio equipment.

6. Provide copies of all documents, including drafts and correspondence, which discuss MCM software as compared to alternative asset tracking and/or project management software, excepting copies of those produced by the parties for submission within those combined matters referenced as TAM-11155 or those provided by Nextel pursuant to requests 1-5 above.

A. In the event that such documents provided pursuant to request number 6 were prepared by persons other than Nextel, provide copies of any Planning Funding Agreement or Frequency Reconfiguration Agreement entered into between Nextel and each incumbent licensee that prepared such document, excepting copies of any Planning Funding Agreement or Frequency Reconfiguration Agreement provided by Nextel pursuant to requests 1-5 above.

7. Provide copies of all documents, including drafts and correspondence, that discuss any alternatives to MCM software, excepting those produced by the parties for submission within those combined matters referenced as TAM-11155, and excepting copies of those documents provided by Nextel pursuant to requests 1-6 above.

8. Provide copies of all Planning Funding Agreements and/or Frequency Reconfiguration Agreements entered into by Nextel which include Nextel's agreement to pay for any costs identified as arising out of an incumbent's contractual duty to record and/or report the time and costs of rebanding, perform the tracking of assets subject to rebanding, or to track the progress of any rebanding project, excepting copies of those contracts provided pursuant to requests 1-7 above.

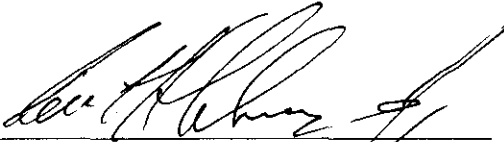
9. Provide copies of all Planning Funding Agreements and/or Frequency Reconfiguration Agreements that include Nextel's agreement to reimburse an incumbent or pay for any software or to design software, including any agreement to make direct payment to any vendor, excepting such software that is installed in radio equipment, e.g. flash kits, code plugs, etc., and excepting copies of those contracts provided by Nextel pursuant to requests 1-8 above.

10. Provide copies of all internal memoranda, documents, notes, correspondence, training, and/or power point presentations prepared by Nextel that discuss incumbent licensees' duties to record and report costs expended in their rebanding effort and to participate in any audit by the Transition Administrator and the criteria for reimbursement by Nextel therefor, excepting copies of those documents provided by Nextel pursuant to requests 1-9 above.

A. *For each document produced under request number 10, identify the author, the author's title, the author's contact information, the date when the document was created, and the purpose for which the document was created.*

11. Provide a copy of that "universal" contract between Nextel and Motorola, Inc. which identifies the manner by which Motorola will charge for goods or services provided to incumbent licensees for rebanding of 800 MHz radio systems, and any amendments thereto.

Respectfully submitted,
CITY OF BOSTON, MASSACHUSETTS

By 
Robert H. Schwaninger, Jr.

Dated: September 4, 2006

Schwaninger & Associates, P.C.
1331 H Street, N.W., Suite 500
Washington, D.C. 20005
(202) 347-8580
(fax) 347-8607
rschwaninger@sa-lawyers.net

CERTIFICATE OF SERVICE

I, Fredrick Logan, hereby certify that on this 4th day of September, 2007, I hand delivered a copy of the foregoing First Document Request to Sprint Nextel Corporation to the following persons:

Sprint Nextel
c/o Patrick McFadden, Esq.
Drinker Biddle & Reath, LLP
1500 K Street, N.W.
Suite 1100
Washington, D.C. 20005-1209

Gary Schonman, Special Counsel
Enforcement Bureau, I & H Division
Federal Communications Commission
445 12th Street, S.W., Room 4C237
Washington, D.C. 20554

and by facsimile to

Chief Administrative Law Judge Richard L. Sippel
Office of Administrative Law Judges
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554
(202) 418-0195



Fredrick Logan